



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office P.O. Box 45155 Salt Lake City, UT 84145-0155

IN REPLY REFER TO: 3809 (UT-932-OA) UTU-69380 Odowska

October 11, 2000

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

NOTICE

Principal:

Northern Stone Supply, Inc.

P. O. Box 249

545 S. Oak Drive

Oakley, ID 83702

Surety:

Travelers Casualty and Surety

Company of America

P. O. Box 8688

Boise, ID 83707

Plan Serial Number: UTU-69380

BLM Bond Number: UT1000

Bond Amount: \$13,000

Bond Number:

(Previous No

RECEIVED

JAN 1 4 2005

DIV. OF OIL, GAS & MINING

Surface Management Bond Rider Accepted

The Surety Bond Rider received on October 11, 2000, was examined and found satisfactory. Therefore, the rider to bond number U2434486 is accepted.

/s/ Robert Lopez

Robert Lopez Chief, Branch of Minerals Adjudication

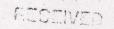
Distribution:

Principal

Surety (c/o Paula Peterson, Marsh Advantage America)

cc: Salt Lake Field Office, U-020

Marsh Advantage America P.O. Box 8688 Boise, Idaho 83707 (208)342-6573 (208)338-6436 Fax



JAN 1 4 2005

DIV OF OIL GAS & MINING

MARSH An MMC Company

October 5, 2000

US Department of the Interior Utah State Office 324 South State, Suite 301 Salt Lake City, UT 84111

Re: Northern Stone Supply, Inc.

Bond No. U2434486

Surface Management Surety Bond Department

Plan of Operation Number: UTU-69380

To Whom It May Concern:

Enclosed is a new "Surety Bond Rider" that was requested by phone making the necessary changes on the signature date.

This endorsement does not alter the coverage provided by this bond and has no affect on the premium of the bond.

Should you have any questions regarding this matter, please contact our office at your convenience.

Regards

Paula Peterson
Bond Department

pp

Enclosure

cc: Northern Stone Supply, Inc., Oakley, Idaho



SURETY BOND RIDER

TO: U.S. Depeartment of the Interior

Utah State Office

324 South State, Suite 301 Salt Lake City, Ut 84111 RECEIVED

JAN 14 2005

RE: Acquisition of Reliance Surety

NORTHERN STONE SUPPLY, INC. Surety Bond Number: U2434486

Bond Amount: \$13,000

DIV OF OIL GAS & MINING

The purpose of this Rider is to:

CHANGE BOND NUMBER

Effective October 7, 2000 surety bond number is changed to

BCM.

Effective October 7, 2000 the surety on the above referenced bond is Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America replaces United Pacific Insurance Company as surety. The termination of liability under the United Pacific Insurance Company bond is a condition precedent to the change of surety.

CONTINUATION CERTIFICATE

This certificate extends the life of the bond to

It is executed upon the express condition that the surety's liability under said bond, together with this and all previous continuation certificates, shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond.

Signed, sealed and dated this 5th day of October, 2000.

Travelers Casualty and Surety Company of America

Paula T. Peterson, Attorney-in-Fact

CASUALTY AND SURETY COMPANY OF A RICA LERS CASUALTY AND SURETY COMPAN **FARMINGTON CASUALTY COMPANY** Hartford, Connecticut 06183-9062 TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS

Naperville, Illinois 60563-8458

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, a corporation duly organized under the laws of the State of Illinois, and having its principal office in the City of Naperville, County of DuPage, State of Illinois, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Paula T. Peterson, Jon M. Riche or Brenda J. Smith * *

of Boise, ID, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s):

by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

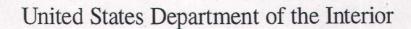
VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.





BUREAU OF LAND MANAGEMENT

Utah State Office P.O. Box 45155 Salt Lake City, UT 84145-0155 RECEIVED

JAN 1 4 2005

DIV OF OIL GAS & MINING

10/5/00, Oblighto

IN REPLY REFER TO: 3809 (UT-932-OA) UTU-69380

October 5, 2000

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

NOTICE

Northern Stone Supply, Inc. : P.

P. O. Box 249

545 S. Oak Drive

Oakley, ID 83702

Travelers Casualty and Surety

Company of America Marsh Advantage America

P. O. Box 101

Leadore, ID 83464

Plan Serial Number: UTU-69380

BLM Bond Number: UT1000

Bond Amount: \$13,000

Bond Number: (New Number

Surface Management Bond Rider Returned

The Surety Bond Rider to Bond No. new number was received by this office on September 25, 2000, and the bond contains an execution date of October 7, 2000.

The Surety Bond Rider can not be accepted because:

The date of execution on the bond rider does not precede the date of filing.

The rider must also:

- Contain an execution date that precedes the date of filing the rider; and
- Include an Power of Attorney with the <u>certificate</u> indicating that the Power of Attorney is still valid with the same execution date as the bond rider, or few days later but must be prior to filing the rider.

Therefore, the Surety Bond Rider is returned to Travelers Casualty and Surety Company of America, c/o Marsh Advantage America. You must submit a new Surety Bond Rider this office within 30 days from receipt of this Decision.

If you have any questions, please contact Opolonia Abeyta at (801) 539-4123.

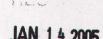
/s/ Robert Lopus

Robert Lopez Chief, Branch of Minerals Adjudication

Enclosure Surety Bond Rider

cc: Salt Lake Field Office, U-020

Marsh Advantage America P.O. Box 8688 Boise, Idaho 83707 (208)342-6573 (208)338-6436 Fax



JAN 1 4 2005

DIV OF OIL GAS & MINING

September 20, 2000

US Department of the Interior Utah State Office 324 South State, Suite 301 Salt Lake City, UT 84111

Re: Northern Stone Supply, Inc.

Bond No. U2434486

Surface Management Surety Bond Plan of Operation Number: UTU-69380

To Whom It May Concern:

Enclosed is a "Surety Bond Rider" that changes the name of the Surety Company and Bond Number for the captioned.

This change is necessary due to the purchase of the Reliance Surety Book of Business by Travelers Casualty and Surety Company of America.

This endorsement does not alter the coverage provided by this bond and has no affect on the premium of the bond.

Should you have any questions regarding this matter, please contact our office at your convenience.

Paula Peterson

Bond Department

pp

Enclosure

Northern Stone Supply, Inc., Oakley, Idaho CC:



SURETY BOND RIDER

TO: U S DEPARTMENT OF THE INTERIOR UTAH STATE OFFICE
324 SOUTH STATE, SUITE 301
SALT LAKE CITY, UT 84111

RE: Acquisition of Reliance Surety

NORTHERN STONE SUPPLY, INC. (Principal Name)
Surety Bond Number: (Reliance Bond Number)

Bond Amount: \$13,000 (Bond Amount)

RECEIVED

JAN 1 4 2005

DIV OF OIL GAS & married

The purpose of this Rider is to:

[X] CHANGE BOND NUMBER

Effective <u>10/07/00</u>, surety bond number is changed to

[X] CHANGE SURETY COMPANY

Effective 10/07/00, the surety on the above referenced bond is Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America replaces UNITED PACIFIC INSURANCE COMPANY as surety. The termination of liability under the UNITED PACIFIC INSURANCE COMPANY bond is a condition precedent to the change of surety.

[] CONTINUATION CERTIFICATE

This certificate extends the life of the bond to_____. It is executed upon the express condition that the surety's liability under said bond, together with this and all previous continuation certificates, shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond.

Signed, sealed and dated this <u>7TH</u> day of <u>OCTOBER</u>, 2000 .

Travelers Casualty and Surety Company of America

CAROL M. CROSSWHITE, Attorney-In-Fact

N WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be igned by their Senior Vice President, and their corporate seals to be hereto affixed this 9th day of June, 2000.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD







TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

George W. Thompson Senior Vice President

On this 9th day of June, 2000 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



marie c tetreault

My commission expires June 30, 2001 Notary Public Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 7

7th day of







By Kori M. Johanson

Assistant Secretary, Bond



Sedgwick James of Idaho, Inc.

PO Box 8688, Boise, Idaho 83707 Telephone 208 342-6573. Facsimile 208 338-6436 Aviation Office 208 383-3304

RECEIVED

JAN 1 4 2005

DIV OF OIL GAS G LE WAS

September 30, 1994

Mr. Gary Mullard Northern Stone Supply, Inc. P.O. Box 249 Oakley, Id 83346

RE: State of Utah - BLM - Surface Management Bond

Dear Gary:

Per our telephone conversation today, enclosed is the executed bond which will need to be signed by you as President. Lyn will also need to witness your signature. It will then be ready to file with the Bureau of Land Management.

As discussed, also enclosed is an application which needs to be signed by you in three places above your typewritten name. Please have Lyn witness your signature where I have placed a red checkmark. Return this application to my by October 10th at the latest.

We will forward under separate coverage our invoice in the amount of 163.00 for the premium for the term of October 7, 1994 to October 7, 1995.

Should you have any questions, please give me a call.

Regards

Paula Peterson Bond Department

pp Enclosures



RECEIVED

JAN 1 4 2005

DIV OF OIL GAS & MINING

3809 (UT-920-OA) UTU-69380

Surety:

19/2 PM

OCT 3 1 1994

CERTIFIED MAIL-Return Receipt Requested

DECISION

Principal:
Northern Stone Supply, Inc.
P. O. Box 249
Oakley, ID 83346

Plan Serial No.: UTU-69380 BLM Bond Number: UT1000

Bond Amount: \$13,000

Bond

: Bond Number: U2434486

United Pacific Ins. Co. 1161 W. River, Suite 150 P. O. Box 8688 Boise, ID 83702

: Execution Date: October 7, 1994

Individual Plan of Operations Bond Accepted

The bond described above has been examined and found satisfactory. Therefore, the bond is hereby accepted and is effective as of October 17, 1994. The bond covers operations conducted by or on behalf of the principal on the above-mentioned plan of operations.

Isl Welter Phelipo

Chief, Branch of Mining Law Adjudication

Distribution: Principal

Surety (c/o Paula T. Peterson, Attorney-in-fact)

cc: Salt Lake District Office

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so the return this card to your.	SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so the return this card to you. • Attach this form to the front of the mailpiece, or on the back does not permit. • Write "Return Receipt Requested" on the mailpiece below the are. • The Return Receipt will show to whom the article was delivered delivered.	if space 1. Addressee's Address ticle number and the date 2. Restricted Delivery Consult postmaster for fee.
Attach this form to the front of the mailpiece, or on the back does not permit.	3. Article Addressed to:	4a. Article Number
Write "Return Receipt Requested" on the mailpiece below the ard The Return Receipt will show to whom the article was delivered a delivered. 3. Article Addressed to: United Pacific Ins. Co. 1161 W. River, Suite 150	Northern Stone Supply, Inc. P. O. Box 249 Oakley, ID 83346 (UT-920-OA) BOND-MC UTU-69380	4b. Service Type Registered Insured Contilled COD Express Mail Return Receipt for Merchandise 7. Date of Delivery
Boise, ID 83702 (uT920-0A) Bond-MC UTU69386	5. Signature (Addressee) M. W. W. W. W. G. Signature (Agent)	8. Addressee's Address (Only if request and fee is paid)
5. Signature (Addressee)	PS Form 3811 , December 1991 *u.s. gPo: 1993-3	52-714 DOMESTIC RETURN RECEIL
6. Signature Agent PS Form 3811. December 1991 *u.s. GPO: 1993—352-71	DOMESTIC RETURN RECEIPT	

UT Form 3041-1 (June 1994)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

JAN 1 4 2005

DIV OF OIL GAS & MINING

SURFACE MANAGEMENT SURETY BOND

BOND NO. U2434486

Act of May 10, 1872, <u>as amended</u> (30 USC 22-54)
Act of October 21, 1976, <u>as amended</u> (43 USC 1732-35)
Act of September 13, 1982 (31 USC 9301 <u>et seq.</u>)
Act of October 18, 1986 (100 STAT 1783)
Act of October 30, 1986 (100 STAT 3341)
Act of September 27, 1988 (102 STAT 1776)

are held firmly bound jointly unto the United States of America and the Utah State Division of Oil, Gas and

Mining inthe sum of THIRTEEN THOUSAND AND NO/100---- dollars (\$ 13,000.00).

lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum the principal and surety bind themselves successors, and assigns, jointly and severally, by these presents.

The principal/surety shall apply this bond for the faithful performance of any and all of the conditions and stipulations as set forth in this bond, the plan of operations cited above, and the regulations at 43 CFR Subpart 3809. In the case of any default in the performance of the conditions and stipulations of such undertaking, it is agreed that surety/principal shall apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

- 1. WHEREAS the principal has an interest in a mining claim(s), mill site(s), or tunnel site(s) and/or responsibility for operations on the mining claim(s), mill site(s), tunnel site(s) or Public Lands under the Acts cited in this bond; and
- 2. WHEREAS the principal has received approval from the United States Department of the Interior and the Utah State Division of Oil, Gas and Mining of the plan of operations cited above, which plan of operations contain certain stipulations and conditions; and
- 3. WHEREAS the principal has promised to deliver to the United States a bond substantially in the form hereof upon the approval of the above referenced plan of operations by the United States Department of the Interior, Bureau of Land Management (BLM) to secure his/her performance of the terms and conditions contained in the plan of operations.
- 4. WHEREAS the principal and surety agree that, with notice to the surety, the coverage of this bond, in addition to the present holdings of and/or authorization(s) granted to the principal, shall extend to and include:
- a. Any transfer of operating rights under the plan of operations hereafter entered into or acquired by the principal affecting mining claim(s), mill site(s), tunnel site(s), or the Public Lands; and
- b. Any activity subsequent hereto of the principal as operator under a plan of operations issued pursuant to the Acts cited in this bond; and

Provided, that the surety may elect to terminate the additional coverage authorized under this paragraph. Such termination will become effective 30 days after the BLM receives notice of the election to terminate. After the termination becomes effective, the additional interests identified in this paragraph will not be covered by this bond; and

- 5. WHEREAS the principal and suggree(s) that with notice to the surety that this bd hall remain in full force and effect. notwithstanding: Any assignment(s) of an undivided interest in any part or all of the mining claim(s), mill site(s), tunnel site(s), or Public Lands covered by the plan of operations, in which event the assignee(s) shall be considered to be coprincipal(s) on this bond as fully and to the same extent as though his/her or their duly authenticated signatures appeared thereon; and
- 6. WHEREAS the principal/surety hereby waives any right to notice of, and agrees that this bond shall remain in full force and effect notwithstanding:
- a. Any transfer(s) in whole or in part, of any or all of the land covered by the plan of operations and further agrees to remain bound under this bond as to the interests in the plan of operations retained by the principal; and
 - b. Any modification of the plan of operations or obligations thereunder as provided in paragraph 4 herein; and
- 7. WHEREAS the principal and surety hereby agree that notwithstanding the termination, cancellation, or relinquishment of any mining claim(s), mill site(s), or tunnel site(s) covered by this plan of operations, whether by operation of law or otherwise, the bond shall remain in full force and effect as to the terms and conditions of the plan of operations and obligations covered by this bond; and
- 8. WHEREAS should the surety elect to cancel this bond, the surety agrees to give the principal and the BLM 90 days written notice by certified mail, return receipt requested, at their respective addresses as stated herein. The surety further agrees that in the event of such cancellation this bond shall remain in full force and effect as to all areas within the plan of operations disturbed prior to the effective date of such cancellation, unless and until the principal shall file a substitute bond or other acceptable instrument to protect the interest of the BLM and such bond or instrument is accepted by the BLM; and
- 9. WHEREAS the principal and surety agree that in the event of any default under the plan of operations, the United States, through the BLM, may commence and prosecute any claim, suit, or other proceeding against the surety and principal, or either of them, without the necessity of joining the owner(s) of the mining claim(s), mill site(s), or tunnel site(s) covered by the plan of operations; and
- 10. WHEREAS if the principal fails to comply with any provisions of the plan of operations, and the noncompliance continues for 30 days after written notice thereof, such plan of operations shall be subject to suspension or cancellation under Section 302(c) of the Federal Land Policy and Management Act, <u>as amended</u> [43 USC 1732(c)], and the principal shall also be subject to the applicable provisions and penalties of Sections 303 and 305 of the Federal Land Policy and Management Act of 1976, <u>as amended</u> (43 USC 1733 and 1735). This provision shall not be construed to prevent the exercise by the United States of any other legal and equitable remedy, including waiver of the default; and
- 11. WHEREAS, on the faith of the foregoing promises, representations, and appointments and in consideration of this bond, the United States has approved the plan of operations referenced herein.
- 12. NOW, THEREFORE, the condition of this obligation is that if said principal, his/her heirs, executors, administrators, successors, or assigns shall, in all respects, faithfully comply with all of the provisions of the plan of operations and any amendments thereto, and the rules and regulations contained in 43 CFR Subpart 3809, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed this 7th	_ day ofOctober 1994, in the presence of:
J 2/1	
(Sym. Washburn	NORTHERN STONE SUPPLY, INC. (Seal)
Name and Address of Witness Lyn Washburn	Principal
P.O. Box 249 Oakley, Id 83346	By: Gary Mullard, President
Name and Address of Witness	(Name & Title Typed)
	Business Address Box 249, Oakley, Idaho 83346
1 11	Signature: Milliand
Brenda Lewes	UNITED PACIFIC INSURANCE COMPANY (Seal)
Name and Address of Witness Brenda J. Lewis	Surety
P.O. Box 8688 Boise, Idaho 83707	By: Paula T. Peterson, Attorney-in-Fact
Name and Address of Witness	Business Address Boise, Idaho 183707
	Signature Paula / Kellissa

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Paula T. Peterson, Jon M. Riche, Eric Englund, Brenda J. Lewis, of Bolse, Idaho their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as full and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

- 1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.
- 2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
- 3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the tuture with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and by their corporate seals to be hereto affixed, April 1, 1994.

RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

Mark W. Rugs

STATE OF Washington COUNTY OF King

) ss.

On this, April 1, 1994, before me Janet D. Blankley, personally appeared Mark W. Alsup, who acknowledged himself to be the Vice President of the Reliance Surety Company, Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.



Notary Public in and for the State of Washington Residing at Puyallup

I, Robyn Layng, Assistant Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7thay of October 19 94.



Assistant Secretary